

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Case No. 02-92637 DDO
Chapter 13

Roy A. Eppeland and
Connie M. Eppeland,

Debtors.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

TO: Debtors Roy A. Eppeland and Connie M. Eppeland; their attorney Stephen J. Behm;
United States Trustee; and all other entities specified in Local Rule 1204 (a):

1. DaimlerChrysler Services North America, L.L.C., successor in interest to Chrysler Financial Company, L.L.C., ("DCS"), a secured creditor in this Chapter 13 proceeding, by and through duly authorized and undersigned attorneys, moves the Court for the relief requested below, and gives notice of hearing.

2. The Court will hold a hearing on this motion on **October 6, 2004, at 9:30 a.m.**, before the Honorable Dennis D. O'Brien, United States Bankruptcy Judge, in Courtroom No. 228a, 200 Federal Building, 316 North Robert Street, St. Paul, MN 55101.

3. Any response to this motion must be filed and delivered not later than October 1, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than September 27, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays).

UNLESS A RESPONSE OPPOSING THIS MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 13 case was filed on September 17, 2002. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. DCS requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its security interest in certain personal property of the debtors as defined below.

6. On March 17, 1999, the debtors, Roy Eppeland and Connie Eppeland, executed a promissory note and security agreement in favor of DCS, in the original principal amount of \$27,988.03, plus interest thereon at the stated rate, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. Security for the promissory note consists of a security interest in a motor vehicle, a 1999 Ford F250 Truck, VIN # 1FTNX21S8XED74642. Proof of perfection of the security interest of DCS is attached hereto as **Exhibit "B"**.

7. As of September 14, 2004, the amount due was a payoff balance of approximately \$11,377.22. On information and belief, the value of the vehicle is \$14,075.00 and the debtors have no equity in the vehicle.

8. Debtors have defaulted in payments to the Trustee, and DCS is not receiving the payments required by the Plan. DCS seeks relief from the automatic stay to foreclose its personal property security interest in the vehicle.

9. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. DCS believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

- a. DCS has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of DCS continues to depreciate and decline in value;
- c. DCS has been unable to verify current proof of insurance on the vehicle; and
- d. Debtors have defaulted in payments to the Trustee, and DCS is not receiving the payments required by the Plan.

10. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtors have no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 13 proceeding.

11. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by Joseph Quigley, or some other representative of the Movant, DaimlerChrysler Services North America, L.L.C., successor in interest to Chrysler Financial Company, L.L.C., whose address is 400 Horsham Road, Horsham, PA 19044.

WHEREFORE, DCS requests entry of an Order granting the relief from the automatic stay of 11 U.S.C. § 362, to allow it to foreclose its personal property security interest described above, and for such other and further relief as the court deems just and equitable under the circumstances.

Dated: September 14, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn
Marilyn J. Washburn, #0324140
7700 Bonhomme Ave., 7th Floor
St. Louis, MO 63105
(314) 727-0101
FAX (314) 727-1086
Attorneys for DCS

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

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MEMORANDUM OF LAW

INTRODUCTION

DaimlerChrysler Services North America, L.L.C. successor in interest to Chrysler Financial Company, L.L.C. ("DCS") has made a motion for relief from the automatic stay. DCS incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There is one loan that is the subject of this motion secured by a security interest in a motor vehicle. Debtors have defaulted in payments to the Trustee, and DCS has been unable to verify current proof of insurance. DCS seeks relief from the automatic stay to foreclose its personal property security interest. There is no equity in the vehicle.

ARGUMENT

Pursuant to 11 U.S.C. § 362(d)(1), a secured creditor may be granted relief from the automatic stay, including lack of adequate protection. The motion, filed by DCS, for relief from the automatic stay demonstrates cause for relief from the stay for all reasons set forth in the motion. In the aggregate, these circumstances demonstrate cause for relief from the automatic stay. **United Savings Assn. of Texas v. Timbers of Innwood Forest Assoc. Ltd. (In re Timbers of Innwood Assoc. Ltd)**, 484 U.S. 365 (1988).

Also, there is little or no equity in the vehicle that is the subject of this motion and the vehicle is not necessary for an effective reorganization, which allows the stay to be lifted pursuant to 11 U.S.C. §362(d)(2). **In re Anderson**, 913 F.2d 530, 532 (8th Cir. 1990).

CONCLUSION

Based on the foregoing, DCS requests that the Court issue an Order lifting and terminating the automatic stay provided by 11 U.S.C. §362(a) to permit DCS to enforce and foreclose its personal property security interest.

DATED: September 14, 2004

RIEZMAN BERGER, P.C.

/s/ Marilyn J. Washburn
Marilyn J. Washburn, #0324140
7700 Bonhomme Ave., 7th Floor
St. Louis, MO 63105
(314) 727-0101
FAX (314) 727-1086
Attorneys for DCS

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

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UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, P.C., with an office address of 7700 Bonhomme Avenue, 7th Floor, St. Louis, Missouri 63105, declares that, on the date listed below, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law and Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at St. Louis, Missouri, addressed to each of them as follows:

(Debtor)
Roy A. Eppeland
1104 3rd Street North
St. James, MN 56081

(Chapter 13 Trustee)
Michael J. Farrell
P.O. Box 519
Barnesville, MN 56514

(Debtor)
Connie M. Eppeland
1104 3rd Street North
St. James, MN 56081

Office of the U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

(Debtor's Attorney)
Stephen J. Behm
P.O. Box 1056
Mankato, MN 56002

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: September 14, 2004

Signed: /e/Marilyn J. Washburn

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Case No. 02-92637 DDO

Chapter 13

Roy A. Eppeland and
Connie M. Eppeland,

Debtors.

ORDER

The above entitled matter before the Court for hearing on _____, 2004, on the motion of DaimlerChrysler Services North America, L.L.C., successor in interest to Chrysler Financial Company, L.L.C. ("DCS"), seeking relief from the automatic stay of 11 U.S.C. § 362(a). Appearances are as noted in the Court's record.

Based on the proceedings had on said date, the statement of counsel and all the files and records herein, the Court now find that cause exists entitling DCS to relief from the automatic stay.

NOW, THEREFORE, **IT IS HEREBY ORDERED** that:

1. The automatic stay is immediately terminated as to DCS and DCS is authorized to proceed with its legal remedies according to state law as to the subject motor vehicle,
a 1999 Ford F250 Truck, VIN # 1FTNX21S8XED74642.
2. Notwithstanding Fed. R. Bankr. P. 4001(a)(3), and this Order is effective immediately.

DATED at St. Paul, Minnesota, this _____ day of _____, 2004.

BY THE COURT:

Dennis D. O'Brien
United States Bankruptcy Judge

RETAIL INSTALLMENT CONTRACT

DATE 3-17-1999 ACCOUNT NO.

BUYER'S (AND CO-BUYER'S, IF ANY) NAME AND ADDRESS

Eppeland Construction
Roy A Eppeland
1104 3rd St. No. St. James, MN 56081

CREDITOR (SELLER'S) NAME AND ADDRESS

Nelson Motors
Box 466
St. James, MN 56081

1008002952

Creditor ("Creditor") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "you" and "your") after having been quoted both a cash and credit price, agrees to buy from Creditor on a credit price basis, ("Total Sale Price") subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

USE OF PROPERTY:

☐ PERSONAL ☒ BUSINESS
☐ AGRICULTURAL

DESCRIPTION OF VEHICLE— <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	YEAR 99	MAKE Ford	CYL F250 4X4	MODEL SC	VEHICLE IDENTIFICATION NO. 1FTNX21S8XED74642	Description of Trade-in MODEL YEAR MAKE None
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ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 6.99 %	The dollar amount of credit that will cost you. \$ 5351.57	The amount of credit provided to you or on your behalf. \$ 27988.03	The amount you will have paid after you have made all payments as scheduled. \$ 33339.60	The total price of your purchase on credit, including your downpayment of \$ 3000.00 \$ 36339.60

Payment Schedule: Your payment schedule will be					
NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE	NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE
60	559.66	MONTHLY <input type="checkbox"/> BEGINNING DATE OF PAYMENT) MAR 1999		\$	MONTHLY <input type="checkbox"/> (BEGINNING DATE OF PAYMENT)

Prepayment. If you pay off early, you will not have to pay a penalty.

Security Interest. We are giving a security interest in the Vehicle being purchased.

Filing Fees \$ 4.00

Contract Provisions. See the back of this contract for any additional information about security interests, nonpayment, default, early termination, and prepayment refunds and penalties.

*E MEANS ESTIMATE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

REQUIRED PHYSICAL DAMAGE INSURANCE. YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE AGAINST ACCIDENTAL DAMAGE TO THE VEHICLE (COLLISION COVERAGE AND EITHER COMPREHENSIVE COVERAGE OR FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE) AS LONG AS THIS CONTRACT REMAINS IN EFFECT. YOU MAY CHOOSE THE PERSON AND INSURANCE COMPANY THROUGH WHICH INSURANCE IS TO BE OBTAINED PROVIDED THAT INSURANCE COMPANY IS MUTUALLY ACCEPTABLE TO CREDITOR AND YOU AND AUTHORIZED TO TRANSACT BUSINESS IN MINNESOTA. SUCH ACCEPTANCE SHALL NOT BE UNREASONABLY WITHHELD BY CREDITOR.

OPTIONAL MECHANICAL BREAKDOWN INSURANCE. If you want this coverage, you can choose the person and insurance company you get it from. If you have elected to obtain this coverage through Creditor, the premium for coverage for a term of _____ months or _____ miles, whichever occurs first, and with a \$ _____ deductible, is itemized in 4(d)(i) and has been added to this contract.

OPTIONAL CREDIT LIFE AND/OR CREDIT ACCIDENT AND HEALTH INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. IF YOU WANT THESE COVERAGES, YOU CAN CHOOSE THE PERSON AND INSURANCE COMPANY FROM WHOM YOU GET THEM. If obtained through Creditor, the premium(s) for a term of _____ months are shown below and in 4(d)(ii) and (iii) and the insurance is provided according to the terms and conditions in the policy or certificate of insurance issued by:

NAME OF INSURER			ADDRESS OF INSURER		
TYPE	PREMIUM	PERSON(S) INSURED	TYPE	PREMIUM	PERSON(S) INSURED
<input type="checkbox"/> CREDIT LIFE	\$ N/A		<input type="checkbox"/> CREDIT ACCIDENT AND HEALTH	\$ N/A	
BUYER'S SIGNATURE _____ DATE _____ CO-BUYER'S SIGNATURE _____ DATE _____ N/A N/A					

SEE BACK OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS

YOU AGREE THAT YOU SIGNED THIS CONTRACT AND RECEIVED A COMPLETELY FILLED-IN COPY ON March 17, (YR.) 1999.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

BUYER'S SIGNATURE Eppeland Construction CO-BUYER'S SIGNATURE Roy A Eppeland
 THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO Chrysler Financial Co., L.L.C. ("ASSIGNEE")
 IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.
 CREDITOR (SELLER) Nelson Motors BY Chrysler Financial TITLE Pres.

ITEMIZATION OF THE AMOUNT FINANCED	
1. Cash Price	
a. Vehicle (including accessories, delivery, installation charges, if any)	\$ 28785.00
b. Sales Tax	1871.03
c. Documentary Fee	3.50
d. Service Contract (optional)	N/A
e. Cash Price (1a + 1b + 1c + 1d)	\$ 30659.53
2. Downpayment	
a. Cash Downpayment	3000.00
b. Manufacturer's Rebate	N/A
c. Gross Allowance on Trade-in	\$ N/A
d. Pay-off on Trade-in	\$ N/A
e. Net Allowance on Trade-in (2c - 2d)	N/A
f. Downpayment (2a + 2b + 2e) If less than \$0, disclose on Line 3a and enter \$0 for the Downpayment	\$ 3000.00
3. Unpaid Balance of Cash Price (1e - 2f)	
a. Unpaid Trade-in Lien Amount to be Financed	\$ N/A
4. Other Charges Including Amounts Paid to Others on Your Behalf*	
a. Paid to Public Officials for:	
(i) Other Taxes Not Included in Cash Price	N/A
(ii) Filing Fees	4.00
(iii) License Fees	313.50
(iv) Certificate of Title Fees	2.00
(v) Registration Fees	9.00
b. Paid to:	
For:	N/A
c. Paid to:	N/A
For:	N/A
d. Paid to Insurance Companies for:	
(i) Optional Mechanical Breakdown Insurance	N/A
(ii) Optional Credit Life Insurance	N/A
(iii) Optional Credit Accident and Health Insurance	N/A
e. Subtotal (4a + 4b + 4c + 4d)	\$ 328.50
5. Amount Financed (3 + 3a + 4e)	\$ 27988.03

*Seller may receive and retain a portion of certain of these amounts.

MAR 19 1999

ORIGINAL



A. Promise to Pay and Final Scheduled Payment. You promise to pay to Creditor the Total of Payments according to the Payment Schedule shown on the front of this contract. Each payment received will be applied first to accrued and unpaid Finance Charge, which accrues based upon actual dates of payment, and the remainder will be applied to reduce the unpaid Amount Financed.

The Finance Charge, Total of Payments, and the Total Sale Price are estimated amounts based on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. **Your final payment may be larger or smaller, depending on whether you have made your payments late or early.** Creditor will send you a notice before the due date of the final scheduled payment to show what you owe. You agree to pay that amount as your final scheduled payment.

B. Additional Charges. If you default, and Creditor hires an attorney who is not a salaried employee of Creditor to collect what you owe, you agree to pay reasonable attorney's fees not to exceed fifteen percent (15%) of the unpaid balance of this contract and court costs after such default.

C. Security Interest. You grant to Creditor a security interest in the Vehicle being purchased, including any accessories, equipment and replacement parts installed in the Vehicle, and the proceeds thereof. You also grant to Creditor a security interest in and agree to assignment of any money received by Creditor as proceeds, rebate or refund of, credit insurance premiums or service contract charges financed in this contract due to cancellation or termination. You further agree that any such money received may be applied by Creditor to the unpaid balance of this contract.

D. Prepayment. You may prepay your obligations under this contract in full at any time prior to maturity. If you do, you will be liable for the accumulated finance charge to the actual date of prepayment.

E. Buyer's Agreements. You agree:

- (1) to pay the obligation under this contract according to the terms and conditions stated herein even if the Vehicle is damaged, destroyed or missing;
- (2) to keep the Vehicle insured against damage, destruction and loss with Creditor as loss payee;
- (3) that you will keep the Vehicle free from claims of others and that any payment made by Creditor to release or discharge such claim will be paid by you on demand with interest at the Annual Percentage Rate disclosed on the front of this contract as an additional part of your obligation;
- (4) not to use the Vehicle for any unlawful or improper purpose or, unless indicated on the front of this contract, for hire;
- (5) not to remove the Vehicle from the United States without the prior written consent of Creditor;
- (6) not to sell, rent, lease or otherwise transfer any interest in this contract or the Vehicle without the prior written consent of Creditor;
- (7) that no transfer, renewal, extension, lease or assignment of any interest in this contract will release you from your obligation;
- (8) that any notice sent to you shall be sufficiently given if mailed to your last known address presumed to be the address set forth on the front of this contract unless you have given Creditor written notice of a change of such address;
- (9) that the Vehicle traded in, if any, is free from all claims of others, except as previously disclosed to Creditor;
- (10) to maintain the Vehicle in good condition and repair; and
- (11) that the statements and representations made by you in the credit application furnished to Creditor are true and accurate.

F. Default. You will be in default if:

- (1) you fail to make any payment when due according to the Payment Schedule shown on the front of this contract;
- (2) a proceeding in bankruptcy, receivership or insolvency is instituted by you or against you or your property;
- (3) Creditor reasonably deems the Vehicle in danger of misuse or if it has been confiscated; or
- (4) you fail to comply with any of the terms and conditions of this contract or fail to meet your agreements stated above.

G. Remedies Upon Default. If you default, Creditor shall have the right to declare the unpaid portion of the Total of Payments under this contract, together with any other amount for which you have become obligated hereunder, less the unearned portion of the finance charge and any insurance or service contract rebates or refunds, to be immediately due and payable and to exercise any of Creditor's remedies as provided in this contract and/or at law.

Also, Creditor has the right to take possession of the Vehicle. Creditor may, without use of force or other breach of the peace, enter the premises where the Vehicle may be and take immediate possession of the Vehicle including any equipment or accessories.

If the Vehicle is repossessed, you will have the right to redeem the Vehicle by paying the net amount you owe on the contract. If you do not redeem the Vehicle, Creditor will, after giving notice to you and any other party entitled thereto, dispose of the Vehicle in a commercially reasonable manner, which may include either a public sale or a private sale. The proceeds of the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses are those reasonable expenses incurred as a direct result of retaking the Vehicle, holding it, preparing it for sale and selling it. In addition, if Creditor hires an attorney who is not a salaried employee of Creditor to collect what you owe, you agree to pay reasonable attorney's fees not to exceed fifteen percent (15%) of the unpaid balance of this contract and court costs, including, without limitation, an appeal and in bankruptcy proceedings.

If the proceeds of the sale, less allowed expenses, are not sufficient to pay the net amount still owed on this contract, Creditor may recover the deficiency with interest at the highest lawful rate from you or anyone who has succeeded to your obligation. If you bought the Vehicle primarily for a personal, family or household purpose, you will have no liability for the deficiency if the total amount of credit provided to you was \$5,100 or less. If there is money left over, it will be paid to you.

If, during repossession of the Vehicle, Creditor comes into possession of any property which is not security for this contract, Creditor will hold it for you. If you do not claim the property within thirty (30) days after Creditor has repossessed the Vehicle, Creditor can dispose of the property in any manner selected by it. You agree that Creditor will have no further liability to you for this property. Any accessories, equipment or replacement parts will remain with the Vehicle.

H. Assignment. You acknowledge that this contract will be assigned to Assignee. You further acknowledge that Assignee will acquire all of Creditor's interest in this contract and in the Vehicle and will be entitled to all of the rights and remedies granted to Creditor pursuant to the terms and conditions of this contract including, but not limited to, the right to receive all payments and to require the performance of all obligations required by this contract.

I. Modification. No modification of any of the terms and conditions of this contract shall be valid, and you expressly waive the right to rely on any modification, unless made in writing and duly executed by the Creditor.

J. Required Vehicle Insurance. You agree to provide to Creditor a copy of the insurance policy that insures the Vehicle against damage, destruction and loss with Creditor as loss payee when you receive it.

If you fail to procure or maintain such Vehicle insurance, Creditor may procure Vehicle insurance that covers the interest of Creditor, only. In such event, you agree to pay a charge consisting of the insurance premium and a finance charge thereon at the Annual Percentage Rate shown on the front of this contract. You agree to pay the charge in equal installments along with the installments of the unpaid balance then remaining on the contract.

In the event of a loss, you agree that Creditor may collect the proceeds from such Vehicle insurance and apply the proceeds toward replacement of the Vehicle or payment of the obligation.

You agree that Creditor may endorse your name upon any check or draft representing payment to you of such monies.

K. Governing Law. This contract shall be governed by the laws of the State of Minnesota except, if the Vehicle is repossessed, then the law of the state where the Vehicle is repossessed will govern the repossession. Repossession effected through legal process will be governed by the laws of the state in which such process is brought.

L. Miscellaneous. This contract shall bind and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto and if there is more than one Buyer, their obligation hereunder shall be joint and several. No delay or omission by the Creditor or Assignee in the enforcement of any of its rights shall constitute a waiver. Any provision of this contract prohibited by law or otherwise deemed invalid or unenforceable shall not invalidate the remaining provisions of the contract.

WARRANTIES WE DISCLAIM. You agree that you are buying the Vehicle "AS IS" and that there are no implied warranties of merchantability, fitness for a particular purpose, or other warranties, express or implied, covering the vehicle unless: 1. the vehicle is of a type normally used for personal, family or household purposes, and 2. the vehicle was manufactured after July 3, 1975, and 3. we have given you our written warranty or service contract covering the vehicle on the date of this contract or within 90 days after such date.

NOTICE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The preceding NOTICE applies if the vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

ASSIGNMENT

FOR VALUE RECEIVED, the Creditor (Seller) named on the face of this contract ("Seller") hereby sells, assigns and transfers to Assignee Seller's entire right, title and interest in and to this contract and authorizes Assignee to do every act and thing necessary to collect and discharge obligations arising out of or incident to this contract and assignment. In order to induce Assignee to accept assignment of the contract, Seller warrants that (1) the contract is genuine, legally valid and enforceable and arose from the sale of the property described on the face of this contract ("Property"); (2) the Property is as represented to the Buyer named on the face of this contract ("Buyer") who was quoted both a time price and a lesser cash price; (3) the Buyer is not a minor, has capacity to contract and paid the downpayment exactly as stated in the contract; (4) the Buyer is purchasing the Property for the Buyer's own business, personal or household use and the Buyer is not acting on behalf of or for the benefit of another person when purchasing the Property; (5) Seller verifies that there is no inaccuracy or misrepresentation in any statements made by or on behalf of Buyer and furnished to Assignee by Seller; (6) Seller verifies that there is no inaccuracy or misrepresentation in any statements or representations made by Buyer in the credit application furnished to Assignee by Seller; (7) all disclosures required by law were properly made to Buyer prior to Buyer signing the contract; (8) no material fact relating to the Vehicle or this contract was misrepresented to Buyer or omitted from disclosure to Buyer; (9) all insurance documentation will be delivered to Buyer within the time required by law; (10) Seller verifies that there is no fact that would impair the validity or value of the contract; (11) Seller verified that Buyer has obtained Physical Damage Insurance acceptable to Assignee on the Property; (12) title to the Property at the time of sale was vested in Seller free of all liens and encumbrances, Seller has the right to assign this contract, and Seller will obtain a certificate of title to the Property, showing a first lien for the benefit of Assignee and that such certificate of title has been or will be applied for within ten (10) days of the sale or delivery of the Property, whichever is earlier; (13) any co-buyer or guarantor of this contract was provided a notice to co-signer form, where required; (14) Seller will perform all warranty work that was agreed to with the Buyer; and (15) Seller is licensed as required by law. If there is, as solely determined by Assignee, any breach of any warranty of Seller, without regard to Seller's knowledge or lack of knowledge with respect thereto or Assignee's reliance thereon, Seller hereby agrees, unconditionally to repurchase this contract and/or the Property from Assignee, upon demand, for the full amount then unpaid whether this contract shall then be, or not be, in default. Seller agrees to indemnify Assignee for any judicial setoff or loss, including attorney's fees and court costs, suffered as a result of a claim or defense of Buyer against Seller. If this contract is rescinded by court order or for any other reason Seller agrees to pay Assignee the full amount Assignee paid to purchase it, including attorney's fees and court costs. Liability of Seller arising out of or incident to this assignment shall not be affected by waiver, indulgence, compromise, settlement, extension or variation of the terms of this contract even if it results in the discharge or release of the obligation of Buyer or any other interested person, by operation of law or otherwise. Seller waives notice of acceptance of this assignment and notices of non-payment and non-performance of the contract. In addition to all of the foregoing, this assignment is subject to the provisions set out below in the paragraph initiated by Seller; provided, that if none of the paragraphs below have been initiated by Seller, this assignment shall include the provisions of the paragraph below entitled "Full Repurchase".

INITIAL APPLICABLE PROVISIONS

☒ **WITHOUT RECOURSE:** The assignment of this contract is without recourse to the Seller except in the circumstances set forth herein.

☐ **FULL RECOURSE:** Seller unconditionally guarantees payment to Assignee of the full amount remaining unpaid under this contract and agrees to purchase this contract and/or the Property from Assignee, upon demand, for the full amount then unpaid whether the contract shall then be, or not be, in default.

☐ **FULL REPURCHASE:** In the event of default by Buyer under this contract and provided that Assignee shall take possession of the Property and tender delivery of same to Seller within 90 days after maturity of the earliest installment wholly in default under this contract, Seller agrees to purchase this contract and/or the Property from Assignee and, regardless of the condition of the Property, Seller agrees to pay to Assignee the then net unpaid balance of the contract plus the reasonable expenses incurred by Assignee in such taking and delivery of the Property. If Assignee's ability to tender delivery of the Property is impaired due to litigation, including but not limited to litigation requisite to obtain possession of the Property, criminal prosecution, seizure by governmental authority, redemption requirements, clearing or perfecting title, moratory legislation or proclamation, or acts of God, war, rebellion, insurrection or of the public enemy, then Assignee's obligation to tender delivery hereunder shall be excused until 30 days after Assignee receives notice of the cessation of any such condition.

☐ **LIMITED REPURCHASE:** Seller agrees to comply with the terms and obligations of the foregoing Full Repurchase agreement (which are incorporated herein by reference), provided, however, that such obligations of Seller shall terminate hereunder upon payment to Assignee by the Buyer of the first _____ monthly installments within 15 days of their respective due dates.

☐ **OPTIONAL REPURCHASE:** If Assignee takes possession of the Property, Seller shall, upon demand from Assignee, either pay Assignee \$ _____ or, at Seller's option, buy the contract and/or the Property in its then condition and location from Assignee for the then net unpaid balance of the contract plus the reasonable expenses incurred by Assignee in the taking of the Property.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

EPPELAND CONST
EPPELAND ROY ANTON
1104 3RD ST N
ST JAMES MN 56081

99 Year	FORD Make	4CSRW Model	H0890L001 Title NR.
1FTNX21S8XED74642 VIN		03/17/99 Security Date	NO Rebuilt

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

CHRYSLER FINANCIAL CO LLC
1650 W 82ND ST #1150
BLOOMINGTON MN 55431-1463

1008002952

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St. Paul, MN

BND984

1ST SECURED PARTY

LIEN HOLDER



UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

Case No. 02-92637 DDO

Chapter 13

In Re:

Roy A. Eppeland and
Connie M. Eppeland,

Debtors.

VERIFICATION

I, JOSEPH M. QUIGLEY, an employee of DaimlerChrysler Services North America, L.L.C. named in the foregoing Notice of Hearing and Motion for Relief from Stay, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

DATED: 09/14, 2004

SIGNED:

Joseph M. Quigley